

CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

**CONTRACT FOR PROFESSIONAL SERVICES**

This Contract is made and entered into on the 22<sup>nd</sup> day of October, 2015, by and between the City of Tempe, an Arizona municipal corporation ("City"), and **Sunrise Engineering, Inc.**, a Utah corporation ("Consultant").

City engages Consultant to perform professional services for a project known and described as **Waterline Replacement – Brentwood Manor & Tempe Royal Palms**, Project No. **3204961C** ("Project").

**1. SERVICES OF CONSULTANT**

Consultant shall perform the following professional services to City in conformance with applicable professional standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- 1.1. Consultant shall provide design services, as described in Exhibit "A" attached.
- 1.2. Consultant has assigned Geoffrey Child as the project manager for this Contract. Prior written approval by City is required in the event Consultant needs to change the project manager. Consultant shall submit the qualifications of the proposed substituted personnel to City for approval prior to any substitution or change.
- 1.3. Consultant shall prepare and submit a detailed opinion of probable cost of the Project.
- 1.4. shall follow and comply with the Arizona Utility Coordinating Committee's Public Improvement Project Guide and the City's Utility Permit and Construction Manual, latest revisions, as directed by City.
- 1.5. Consultant shall prepare plans and technical specifications per the requirements of the applicable chapters of the City's Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction as amended by City. All plans shall be prepared on CADD as required by City. The final original plans shall be submitted on 3 ml double matte black line mylar and shall be 24" x 36" in size.
- 1.6. Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be MicroStation or AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for

example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only.

- 1.7. Consultant shall obtain all necessary permits and licenses required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a breach of this Contract.
- 1.8. Consultant shall perform the work in a manner and at times which do not impede or delay City's operations and/or functions.
- 1.9. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

## **2. TERM OF CONTRACT**

Consultant shall complete all services by October 31, 2016. In the event delays are experienced beyond the control of Consultant, the schedule may be revised as determined by City in its sole discretion, and pursuant to Section 3, Consultant's Compensation.

## **3. CONSULTANT'S COMPENSATION**

- 3.1. The method of payment for this Contract is payment by installments. Total compensation for the services performed shall not exceed \$366,046.00, unless otherwise authorized by City. This fee includes an allowance of \$6,000.00 for reimbursable expenses, which in no event will ever be more than actual cost.
- 3.2. Payment for this Contract shall be based on the following Budget Schedule:

<u>Task Description</u>	<u>Method</u>	<u>Amount</u>
Design Services	Lump Sum	\$261,008.00
<b>Subtotal Task Amount:</b>		<b>\$261,008.00</b>

<u>Allowances</u>	<u>Method</u>	<u>Amount</u>
Additional Services	Not to Exceed	\$20,000.00
Sub-consultant Services	Not to Exceed	\$79,038.00
Reimbursable Expenses	Not to Exceed	\$6,000.00
<b>Subtotal Allowances Amount:</b>		<b>\$105,038.00</b>

**Total Compensation Not to Exceed: \$366,046.00**

- 3.3. City shall pay Consultant by installments, each installment based upon monthly progress reports and related, detailed invoices submitted by Consultant. Submittals shall be based on the Budget Schedule and shall include supporting

documentation for all Allowances. If Budget Schedule includes an Allowance for reimbursable expenses, in no event will payment exceed actual cost. Invoices shall include job titles and hourly rates when applicable. Hourly rates are established in the attached Exhibit "A" incorporated hereby by this reference and are in effect for the entire Contract term unless City provides written authorization for an hourly rate increase. Consultant shall not exceed any of the specified budget amounts for any Task or Allowance without prior written authorization from City. City may provide written authorization for the transfer of budget amounts between any of the Tasks or Allowances provided the total Contract amount does not exceed the amount indicated in Section 3.1.

- 3.4. If detailed invoice(s) and progress report(s) are approved by City, installment payments will be made within thirty (30) days after City's approval.
- 3.5. Consultant acknowledges and agrees that invoices shall be submitted to City for review and approval no more than sixty (60) days after work or services have been performed. City reserves the right to deny in whole or in part, payment to Consultant, including but not limited to, fees and expenses contained in any invoice not received by the City within sixty (60) days of the date such work or services were performed. This in no way shall be construed to waive or diminish City's rights and remedies for otherwise withholding funds under Arizona law.

#### **4. CITY'S RESPONSIBILITIES**

- 4.1. City shall designate a project manager during the term of this Contract. The project manager has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by City on any aspect of the work shall be directed to the project manager.
- 4.2. City shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. City will also endeavor to keep Consultant advised concerning the progress of City's review of the work. Consultant agrees that City's inspection, review, acceptance or approval of Consultant's work shall not relieve Consultant of its responsibility for errors or omissions of Consultant or its subconsultant(s).
- 4.3. Unless included in Consultant's services as identified in Section 1, City may furnish with or without charge, upon Consultant's reasonable request, the following information to the extent it is within City's possession or control:
  - 4.3.1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, Consultant shall be solely responsible for searching the records and requesting specific drawings or information and independently verifying said

information.

4.3.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

4.3.3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

## **5. TERMINATION AND DEFAULT**

5.1. City shall be entitled to terminate this Contract at any time, in its discretion. In addition, City may terminate this Contract for default, non-performance, breach or convenience, or abandon any portion of the Project for which services have not been fully or properly performed by Consultant. Termination shall be commenced by delivery of written notice delivered to Consultant, personally or by certified mail at 2152 S. Vineyard, Suite 123, Mesa, Arizona 85210. Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.

5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.

5.3. In the event of Consultant's default, non-performance or breach, City agrees to, before exercising any right or remedy available to it, give Consultant written notice of the default, non-performance or breach. For the thirty (30) days following such notice, Consultant shall have the right to cure such default, non-performance or breach.

5.4. If Consultant fails to cure, immediately after receiving notice of termination from City, Consultant shall discontinue performance under this Contract and proceed to close said operations under this Contract. Consultant shall submit a detailed breakdown of completed work to City for evaluation. City shall have the right to inspect Consultant's work to analyze the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the services completed as of the date of delivery of notice of termination, and pursuant to Section 5.9.

5.5. Within ten (10) days of receipt of notice of termination as set forth herein, Consultant shall deliver to City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by City.

- 5.6. In the event of such termination or abandonment, Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements completed prior to receipt of said notice of termination, subject to approval by City. To the extent permitted by this Contract, such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.
- 5.7. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by Consultant as determined and approved by City based upon the scope of work set forth in Exhibit "A." However, in no event shall the fee exceed that set forth in Section 3 of this Contract.
- 5.8. City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after Consultant has delivered the last of the completed items and the final appraisal has been submitted to City.
- 5.9. The parties agree that in the event of any damages suffered by City as a result of any inexcusable delay, default, non-performance or breach by Consultant, Consultant agrees to reimburse City ten percent (10%) of the Contract amount per Section 3.1 for damages caused by its delay. This sum may be deducted from Consultant's payment or anticipated payment for failure to deliver and/or perform as specified. No premium will be awarded to Consultant for delivery and/or performance within the Contract term. Waiver by City of any of the provisions contained in this Section 5.9, or by way of the extension of the Contract term, shall in no way be deemed to waive or diminish City's rights available by law or in equity under the Contract.

## 6. INSURANCE

Without limiting any obligations or liabilities, Consultant, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from City.

### 6.1. General Clauses

- 6.1.1. Additional Insured. The insurance coverage, except workers' compensation and professional liability, required by this Contract, shall name City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by City or its employees shall be excess coverage, and not contributory coverage to that provided by Consultant.

This provision and the naming of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

- 6.1.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so shall constitute a material breach of this Contract.
- 6.1.3. Primary Coverage. Consultant's insurance shall be primary insurance as respects City, and any insurance or self insurance maintained by City shall be in excess of Consultant's insurance and shall not contribute to it.
- 6.1.4. Claim Reporting. Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.
- 6.1.5. Waiver. The policies for workers' compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of Consultant.
- 6.1.6. Deductible/Retention. The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for deductible or self-insured retentions and City may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.1.7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.
- 6.1.8. Certificates of Insurance. Prior to commencing services under this Contract, Consultant shall furnish City with certificates of insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by referencing the Project number and/or Project name and shall provide for not less than thirty (30) days advance written notice by certified mail to City of cancellation or termination of insurance.
- 6.1.9. Subconsultants/Contractors. Consultant shall include all subconsultants

and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant and subcontractor.

- 6.2. Workers' Compensation. Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case services under this Contract are subcontracted, Consultant shall require all subconsultant(s) to provide workers' compensation and employer's liability to at least the same extent as provided by Consultant.

- 6.3. Automobile Liability. Consultant shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of Consultant services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

- 6.4. Commercial General Liability. Consultant shall carry commercial general liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision (also known as "cross liability" and "separation of insured").

- 6.5. Professional Liability. Consultant retained by City to provide the engineering services required by the Contract will maintain professional liability insurance covering errors and omissions arising out of the services performed by Consultant or any person employed by it, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of services as evidenced by annual certificates of insurance.

- 6.6. Property Coverage – Valuable Papers. Consultant shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of Consultant used in the completion of this Contract.

## **7. HEALTH INSURANCE REQUIREMENTS**

- 7.1. Consultant must certify that it has or will offer health insurance to all eligible employees working on services set forth in this Contract prior to the performance of any work or services. An affidavit certifying such offering must be signed in a form approved by City. All required health insurance must be maintained during the entire time of the Contract with City. Health insurance pursuant to this Section 7 is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.
- 7.2. The health insurance requirements herein shall apply to all of Consultant's eligible employees directly involved with the services set forth in this Contract, including support and administrative personnel.
- 7.3. Any and all complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City's Public Works Department, within thirty (30) days from discovery of a potential violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.
- 7.4. Penalties for failing to comply with this Section 7 include, but are not limited to the following: Consultant may be barred from bidding on, or entering into any Public Works contract with City for a period of three (3) years from the execution of the Contract.
- 7.5. All Consultants subject to the health insurance requirements shall post in English, notice of the health insurance requirements at their office and at the job site.

## **8. WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES**

- 8.1. Consultant shall ensure that all the results and proceeds of Consultant's and any and all work on the Project and any related projects, including that of all agents, employees, officers, and contractors, shall be owned by City, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, Consultant shall be deemed hereby to



have assigned to City all of its right, title and interest in such results and proceeds and content to City, without limitation.

- 8.2. All work products (electronically or manually generated), including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of City and are to be delivered to City on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to Consultant. City shall retain ownership of these original works. If approved in writing by City, Consultant may retain the originals and supply City with reproducible copies of the work.

## **9. CONFLICT OF INTEREST**

- 9.1. Consultant agrees to promptly disclose any and all financial and/or economic interest in the property, or any property affected by the work, or the Project itself other than as set forth herein, existing prior to the execution of this Contract. Further, Consultant agrees to promptly disclose any financial or economic interest in the Project property or any property affected by the work, if Consultant gains such interest during the course of this Contract.
- 9.2. If Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of City.
- 9.3. Consultant shall not engage the services on this Contract of any present or former City employee who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.
- 9.4. Consultant agrees that it shall not perform services on this Project for any other contractor, subcontractor, or any supplier, other than City. In addition, Consultant shall not negotiate, contract, or make any agreement with a contractor, subcontractor, or any supplier with regard to any of the work under this Contract, or any services, equipment or facilities to be used on this Project other than with City.

## **10. COVENANT AGAINST CONTINGENT FEES**

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, City may terminate this

Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

#### **11. INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability and/or expenses, relating to, or arising out of, the negligent acts, errors, mistakes or omissions in the work, services, or professional services of Consultant, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services Consultant may be deemed legally liable in the performance of this Contract, or any breach of the Contract. Consultant's duty herein shall arise in connection with any and all claims for damage, loss, liability and/or expenses attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of any person or property including loss of use resulting therefrom. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

#### **12. DISPUTE RESOLUTION**

In the event of a dispute concerning or in any way connected to the Contract or subject Project, the parties agree that the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys' fees, including taxable and non-taxable costs, fees, costs and disbursements of experts, professionals, paralegals, whether at trial, appeal and/or in bankruptcy court, all of which will be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. In addition, should City retain and/or utilize legal counsel as a result of a breach by Consultant of any term, covenant or provision of this Contract, in addition to paying any recovery owed to City and/or performing any obligation remaining to be performed, in order to fully cure such breach or default, Consultant shall reimburse City for reasonable attorneys' fees, taxable and non-taxable costs and disbursements, incurred by City in enforcing Consultant's obligations, whether or not a legal action is commenced, including but not limited to the cost of preparing and presenting default notices, demand letters and similar non-judicial enforcement activities.

#### **13. ADDITIONAL SERVICES**

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by Consultant without prior written authorization from City, at City's sole discretion. Additional services, when authorized by an executed contract or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between City and Consultant.

#### **14. PROHIBITION ON ASSIGNMENT**

This Contract and all duties and obligations of Consultant set forth in this Contract shall not be

assignable except by prior written consent of City, and such prohibition shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of Consultant.

## **15. MISCELLANEOUS PROVISIONS**

- 15.1. Lawful Presence in the United States. Pursuant to A.R.S. §1-502, any individual/sole proprietor who applies for local public benefits by signing this Contract shall also sign a sworn affidavit (Exhibit B) and present one of the documents listed on the affidavit to verify lawful presence in the United States. This Contract shall not be fully executed by the City if the individual/sole proprietor fails to sign the affidavit and present one of the listed documents.
- 15.2. Equal Opportunity. City is an equal opportunity, affirmative action employer. Consultant hereby covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, creed, religion, ancestry, national origin, physical or mental disability, age, sex, gender, sexual orientation, gender identity, marital status, or veteran status with regard to discharging obligations under this Contract. Consultant covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity. Consultant agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this clause.
- 15.3. Antidiscrimination. Consultant shall not refuse to hire or employ or bar or discharge from employment any person, or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Consultant shall provide a copy of its antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance (Exhibit C).
- 15.4. Legal Compliance. Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Consultant acknowledges that a breach of this warranty is a material breach of

this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

- 15.5. Specially Designated Nationals and Blocked Persons List. Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 ("Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

Consultant further agrees to include the provisions set forth in Sections 15.1 through 15.4 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

- 15.6. Effective Date. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and when executed by the duly authorized City officials and the duly authorized agent of Consultant.
- 15.7. Governing Law. This Contract shall be governed and interpreted by the laws of the State of Arizona.
- 15.8. Exhibits. All exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any exhibit hereto, the terms of this Contract shall govern.
- 15.9. Force Majeure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.9, a cause shall not be deemed beyond a party's control if it is within the control of such party's agents, employees, assigns, contractors or subcontractors.
- 15.10. Entire Agreement. This Contract contains all of the agreements of the parties

with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.

- 15.11. Consultant's Good Standing. Consultant hereby warrants and represents that it is a Utah corporation, licensed to do business in the state of Arizona and currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.
- 15.12. Independent Contractor. Nothing contained in this Contract shall be deemed or construed by the parties hereto or otherwise, to create the relationship of principal and agent, partnership, joint venturer, employer and employee, or any association between City and Consultant. Consultant is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to Consultant hereunder or for any and all services or materials provided by or rendered to Consultant hereunder in connection with the work set forth in this Contract.
- 15.13. Severability. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 15.14. Time is of the Essence. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by City.
- 15.15. No Waiver. No breach or default hereunder shall be deemed to have been waived City, except by a writing to that effect signed on behalf of City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of City.
- 15.16. Survival. Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after the termination or expiration of this Contract term, shall survive the termination or expiration of this Contract.
- 15.17. Retention of Records. City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or

documents related to services rendered under this Contract. Consultant will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or five (5) years following termination of this Contract.

- 15.18. Antitrust Violations. City and Consultant recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, Consultant assigns to City any and all claims for such overcharges. Consultant in all subcontracts shall require all subcontractors to likewise assign all claims for overcharges to City.
- 15.19. Headings. The heading use in this Contract is for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 15.20. No Construction Against Drafting Party. Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.
- 15.21. Notices to Parties:

All notices pursuant to this Contract shall be made in writing and delivered or mailed by certified mail to the parties at the following addresses:

CITY:

Andy Goh, City Engineer  
City of Tempe  
Public Works/Engineering Dept.  
P.O. Box 5002  
Tempe, AZ 85280

CONSULTANT:

\_\_\_\_\_  
(Printed Name of Signatory)  
Sunrise Engineering, Inc.  
2152 S. Vineyard, Suite 123  
Tempe, Arizona 85210

- 15.22. Non-Appropriation of Funds. If funds appropriated by the City Council or otherwise allocated to perform the work becomes unavailable for payment by City under this Contract, City may delay the work for a period up to six (6) months, after which date if no funds are legally available, City may terminate the Contract at City's sole option. In case of any such delay by City, Consultant may suspend performance of work or services as applicable. However, nothing herein shall be construed to allow termination of the Contract by Consultant for such delay.
- 15.23. GIS Data Disclaimer. THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE APPROXIMATE, AND NOT GUARANTEED TO BE ACCURATE TO STANDARDS FOR MAPPING, SURVEYING OR ENGINEERING. THIS DATA IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE

RELIED UPON FOR SITE-SPECIFIC PURPOSES. THE DATA HEREIN IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. THE CITY OF TEMPE IN NO WAY ASSUMES LIABILITY OR RESPONSIBILITY FOR ANY INCORRECT DATA OR ANY INFORMATION PROVIDED HEREIN. THE CONSULTANT ACKNOWLEDGES AND AGREES THAT THE CITY OF TEMPE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM INCOMPLETE, INCORRECT OR MISSING INFORMATION; INCLUDING ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. **BY WAY OF THE SIGNATURE ON THIS CONTRACT, THE CONSULTANT ASSUMES ALL LIABILITY FOR ANY AND ALL DEPENDENCE AND/OR RELIANCE UPON THIS INFORMATION AND ASSUMES ALL RESPONSIBILITY RELATING THERETO. ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED.** CONSULTANT SHOULD NOT RELY UPON THE GIS DATA WITHOUT PROPER FIELD VERIFICATION FOR ANY PURPOSE.

[SIGNATURE PAGE TO FOLLOW]

**Waterline Replacement – Brentwood Manor & Tempe Royal Palms  
Project No. 3204961C**

DATED this 22<sup>nd</sup> day of October, 2015.

CITY OF TEMPE, ARIZONA

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Public Works Director

ATTEST:

Recommended By:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
*Arc* Deputy PW Director/City Engineer

\_\_\_\_\_  
City Attorney

**Consultant warrants that the person who is signing this Contract on behalf of Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.**

CONSULTANT  
Sunrise Engineering, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal I.D. No./Social Security No.





# EXHIBIT A

**EXHIBIT "A"**  
**Project No. 3204961**  
**Sheet 1 of 26**

Date: September 22, 2015

To: Ken Halloran, P.E.  
Senior Civil Engineer  
City of Tempe  
31 East Fifth Street  
Tempe, AZ 85281  
Phone 480.350.8855  
Email ken\_halloran@tempe.gov

Subject: **Waterline Replacement Brentwood Manor & Tempe Royal Palms -  
Project No. 3204961**

Dear Mr. Halloran,

Sunrise Engineering, Inc. (SEI) is pleased to submit the following proposal to the City of Tempe (Client), to provide Engineering Services for the Waterline Replacement Brentwood Manor & Tempe Royal Palms project. SEI agrees, upon receipt of your acceptance to this agreement, to perform the following identified services in accordance with the terms and conditions contained herein.

## Scope of Services

The scope of services for this project includes approximately 24,400 linear feet of waterline replacement in the Brentwood Manor Neighborhood. This project will consist of two concurrent design projects that will ultimately be bid as one construction project (Brentwood Manor/Tempe Royal Palms Neighborhood Waterlines Replacement). SEI's position will be as the lead consultant and SEI will set the design and layout format to be used by Wilson Engineers on this project. SEI's scope of work will be to provide the surveying, base-mapping, utility potholing, geotechnical engineering (if needed), temporary construction easements (TCEs) or right-of-way (R/W) takes per allowance, public relations and technical specifications for the entire project (see Attachment A-1), and to provide design/construction documents for only the Brentwood Manor Neighborhood portion of this project as shown Attachment A-2.

## Design Standards

All applicable federal, state, county, and local requirements covering the design and installation of potable water systems will be followed in the design of this project. The applicable design standards include the following, listed in order of precedence:

- City of Tempe Public Works Department, Engineering Design Criteria, Latest Revision
- City of Tempe, Supplement to Maricopa Association of Governments Uniform Standard Details and Specifications for Public Works Construction, Latest Revision
- City of Tempe, Public Works Dept. – Engineering Division Standard Landscape and Irrigation Details and Specifications, Latest Revision
- City of Tempe Utility Permit and Construction Manual, Latest Revision
- City of Tempe Zoning & Development Code
- Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction, Latest Revision
- Maricopa Association of Governments Uniform Standard Details for Public Works Construction, Latest Revision

The engineering scope will include providing design/construction documents, bidding assistance and construction administration as further described in the sections below:

## **PHASE 0001 - DESIGN/CONSTRUCTION DOCUMENTS**

### **Task 001 Topographic Surveying & Base-Mapping:**

#### **Topography Survey Base-Map**

The scope of work for this task includes providing a base-map that includes the following:

1. Topographic survey of the subject parcel(s) shown in Attachment A-1 shall include:
  - Existing Visible Utilities within the subject area combined with as-builts and City GIS Data
  - Hardscape
  - Signs
  - Structures
  - Existing Fences
  - All visual obstructions within the Rights-of-Way and waterline alignment
2. Control, Benchmarks, PLSS Corners, R/W Monuments. Centerline monuments and Property Corners where necessary.

#### **Aerial Mapping Quality Control**

SEI will perform aerial mapping for the residential streets shown in Attachment A-1. The mapping will extend 5 feet behind the existing sidewalks or Rights-of-Way whichever is greater. Sunrise engineering will establish 12 aerial panels/targets to control the aerial mapping and 12 blind aerial panels/targets using dual frequency GPS Equipment. Each of panels/targets will be observed/measured using 2 separate initializations that agree within 0.07'. The blind aerial targets will not be provided to the aerial mapping company or used in the production of the aerial mapping or aero-triangulation. Upon completion of the aerial mapping, the measured values for the blind panels will be compared to the aerial mapping values of the blind panels. Delta Northing, Easting, Elevation and 3D Deltas will be determined and provided for Mapping Accuracy values. Lastly, during the field survey, terrestrial survey data collection will be performed along the centerlines of each road, added to the base-mapping which will further corroborate and verify the quality of the aerial mapping. Due to the fact that this is a waterline project, full terrestrial measurements of all asphalt and hardscape will not be performed.

The Topographic survey shall include utility information and collection of utility surface features within the roadways. The topographic survey will be performed using Aerial Mapping, GPS and conventional survey equipment. Additional terrestrial data (ground shots) will be gathered at the time of the survey at key tie-in and match points. The survey shall be performed in accordance with engineering needs of the project. Corners will not be set as a part of this survey and a Results of Survey will not be recorded. Completion of the survey may be stopped if a conflict with the rights-of-way and/or boundary of the subject area is discovered during the evaluation and survey of the rights-of-way. All services required to resolve the conflict are additional to this agreement and not included in the cost of the survey. Approval for additional services shall be in writing in accordance to this contract before proceeding with any additional services to resolve the conflict(s). The survey will be based solely on recorded documents readily available on-line and title reports are not included in this scope of services.

#### **Surveying Deliverables**

1. One (1) digital base drawing for the aforementioned project area
  - a. The drawing will include boundary, "best-fit" rights-of-way, section lines and property lines for the adjacent parcels based on recorder's documentation.
  - b. Line-work for edges of asphalt, curbs, gutters, driveways, sidewalks, fences, toes and tops of slopes, canals, flow lines and ditches will be included.
  - c. Utilities including inverts will be provided in the digital base-map



- d. Contours will be shown at 1 foot (1') intervals.
- e. Survey control will be provided in the base-map.

***Explanation of "Best-Fit"***  
***Rights-of-Way and Roadway Centerlines***

A diligent field survey must be completed first, then the analysis and calculation of the right-of-way (R/W) corridor shall commence. Generally speaking, the found monumentation is used as a guide in to fit the recorded intent and geometry of the R/W documentation. If an existing R/W report (*usually for state highway projects*) is available in a timely manner, the documentation and its intent will be held and will also be compared to the existing R/W shown on the available R/W maps and plans. If a discrepancy is discovered between the existing R/W report documentation and the R/W maps/plans, the documentation is takes precedence. If the existing R/W report is not available in a timely manner, the existing R/W maps and plans will be applied to calculate a preliminary alignment and existing R/W. After the existing R/W report is received, the documentation will be reviewed and compared to the preliminary alignment and any necessary revisions will be made and relayed to the R/W Plans Section. A discussion is needed concerning existing R/W monumentation. In general, existing R/W monuments and centerline monuments, may not be considered "errorless" or "original" monuments, and most of the time the positions should not, or cannot, be literally "held". Many of these monuments were set using inaccurate field methods, and/or were set by non-surveyors who did not have the knowledge or place the value on the monument location, that presumably a Registered Land Surveyor would. Nor is it possible to hold the intended record roadway R/W width (give it it's due – no more or no less) when a pair of monuments at a control station do not match the record width.

The first element to be established is the existing R/W centerline. The centerline will not typically represent a "simple" or quick solution such as splitting pairs of found monuments and connecting the dots, or holding one pair of monuments and then holding the record geometry for the rest of the alignment. The centerline is typically solved piece by piece, by a trial and error method, until the entire project is solved. For projects without curve-linear geometry, and for tangent sections of roadway, a linear regression will be performed on the found monumentation, which will result in a best-fit alignment for the corridor and/or tangent sections.

For projects that have curve-linear geometry, the alignment of tangent sections are typically solved first, then the PI's of the curves are solved, then the PC's, PT's, SC's, etc. are solved. It should also be noted that preliminary calculations of centerline – section line intersections and comparing them to record ties can also have an influence on the position of the alignment.

General rules for solving the centerline alignment are:

- a) Hold the record degree of curvature and let the arc length (and delta) float to generally fit the monumentation and/or the best-fit alignment. If the radius distances are large (greater than 10,000') the radius can be adjusted, if necessary to solve the centerline.
- b) All points of curvature should be tangent. If absolutely necessary, non-tangent curves can be used, if all "tangent options" have been exhausted.
- c) Straight tangent segments should remain straight and not have minor deflections or angle points introduced in the alignment, when none have ever been recorded or intended. An exception may be made if: 1. the tangent is located within private property, 2. there is a preponderance of evidence to create an angle point, and, 3. approval is given by the R/W Plans Section.
- d) Spiral lengths are normally held at their record lengths.
- e) Basis of Stationing – the basis of stationing should be at the location of a centerline control point (PC, PT, TS, etc.) where a pair of R/W monuments have been found at that location and their measured relationship to each other is good compared to the record. Whenever possible, the station value for the basis of stationing will be a record station from an existing R/W map or R/W plan. If no R/W maps or plans exist, then a record as-built station can be used, if available. A secondary alternative is to hold the

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record station at the intersection of the R/W centerline and a measured section line. If there is more than one suitable choice for the basis of stationing on a project, the location that should be chosen is the one that will create the most harmony between record station values and measured station values on the found R/W monuments.

Unless other evidence is available, all record station equations will be re-established. Depending on the magnitude of measured or calculated differences between the final determination and position of centerline control points and existing R/W points, and existing monumentation, there is not a set rule to reconcile the differences. However, what is considered to be acceptable is on the order of several tenths of a foot to as much as 1-3 feet in other places. This applies to both the station and offset components. In the centerline analysis process, all monuments need to be considered, but not necessarily in the final accepted determination of the alignment. For example, in a hypothetical 3-mile project with several curves and tangents where 12 existing R/W monuments are field located and after performing some initial analysis and "trial and error solutions", that 10 of the monuments all relate to each other quite well, according to the record geometry, and that the deviation of error in the centerline solution using only the 10 monuments is on the order of a couple of tenths. If introducing the other 2 monuments in the analysis then significantly moves the alignment and the maximum deviation then is close to one foot, then the 2 monuments will be rejected and will not be used the determination of the final alignment.

**Task 002 Construction Drawings:** SEI will design and prepare construction documents. The design will be submitted and reviewed at four (4) stages: 30%, 60%, 90%, 100% and a Final PS&E (Plans, Specifications and Estimate) package for bidding. Full-size, scalable plans will be prepared on 22" x 34" (and half size on 11" x 17"). These plans are anticipated to include:

1. Cover Sheet (City of Tempe standard format)
2. Legend, Index & Notes
3. Topo/Demo Plan
4. Horizontal Control Plan
5. Water Plan/Profile Sheets @ 1"=20' horizontal scale and 1"=2' vertical scale
6. Detail Sheets

All plan submittals will consist of a plan set in PDF format, except for the Final Sealed Plan Set submittal which will consist of mylars (3 mil minimum) and PDF.

60%, 90%, 100% and Final Specifications and Estimates shall be in Word or Excel and PDF formats. Final shall be sealed.

***Note: All electronic submittals shall be made via email with a link to download (no file attachments).***

The 30% Plans Submittal will include plan and profile sheets showing topographic survey, existing utilities, potential obstructions and a proposed waterline alignment.

**Task 003 Utility Coordination:** This task will include researching public and private utilities and submitting plans to utility providers for conflict review at 60%, 90% and 100% submittals. The City will provide utility maps of the City's utilities (SEI to request via City of Tempe's Engineering research email at: [engineering\\_techserv@tempe.gov](mailto:engineering_techserv@tempe.gov)) and SEI will obtain private utility maps through request letters.

SEI will perform above ground utility coordination for the project (Brentwood Manor portion). In addition, SEI will perform subsurface ground utility coordination for the project (Brentwood Manor portion) as necessary in areas where waterlines, structures, footings and/or foundations will be crossing utilities or are shown to be within the horizontal separation limits as listed in the Tempe design criteria manual. Utility coordination will generally follow the guidance of the Public Improvement Project Guide (PIPG) published by the Arizona Utility Coordinating Committee and

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the American Society of Civil Engineers (ASCE) Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.

SEI will contact Blue Stake to obtain a list of the utilities having facilities in the project area and request record drawings from those utilities for inclusion in the base-map and construction plans. SEI will identify, investigate and confirm facility alignment conflicts associated with the project design (Brentwood Manor portion), and assist those utilities in conflict with mitigation for clearance. SEI will submit one set of coordination plans to each utility at each progress submittal along with a standard-format utility clearance (no conflict) letter. SEI will provide the City's Project Manager with a copy of all utility clearance letters, conflict/no-conflict letters; final construction documents will not be approved until all letters have been received from each affected utility.

SEI will identify potential utility crossings to be exposed through potholing following the Preliminary (60%) Design Submittal. The City's Engineering Project Manager shall review and approve the list of utilities to be potholed prior to proceeding with potholing. SEI will provide utility potholing through an ALLOWANCE. Results of pothole investigations will be provided to the City, shown on the construction drawings, and should be provided to the Contractor as part of the contract documents.

Two (2) Utility Coordination meetings are expected to occur during design phase.

**Task 004 Technical Specifications:** This task includes preparing Technical Specifications for the 90%, 100% and sealed Final submittals. These specifications will be included in the City's Bid Documents (General Conditions, Instructions to Bidders, Contract Form, Bond Forms, etc. prepared by the City) and will follow the format of the recently completed Tempe Gardens and Superstition Neighborhoods Waterline Replacement - Project No. 3206031.

60%, 90%, 100% and Final Specifications and Estimates shall be in Word or Excel and PDF formats. Final shall be sealed.

**Task 005 Cost Estimates:** This task includes preparing an Engineer's Preliminary Opinion of Probable Costs for the 60%, 90%, 100% and sealed Final submittals for both phases (both sets) of the project. Plans from Wilson Engineers for the other phase (Tempe Royal Palms) will be submitted to SEI. The construction take-off quantities shall be provided by the other consultant for their Tempe Royal Palms project.

60%, 90%, 100% and Final Specifications and Estimates shall be in Word or Excel and PDF formats. Final shall be sealed.

**Task 006 QA/QC:** This task will be for quality control. At SEI we have a company-wide Quality Control Plan for all deliverables. Our QC Plan requires the checking and reviewing of all documents, including payment requests, and supporting data in their final format before they are submitted to the Client. The construction documents will be reviewed by a qualified individual other than the originator to ensure a high level of quality to ensure that the plans are accurate, concise and clearly convey the intent to the contractor(s).

**Task 007 MCESD Approval to Construct (ATC) Application:** This task includes preparing and submitting an ATC permit application to Maricopa County Environmental Services Department (MCESD). The application fee will be paid per the ALLOWANCES section.

**Task 008 Project Management, Meetings & Coordination:** This task includes the overall project management, administration, milestone meetings and coordination of the project. Meetings will

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include an initial kick-off meeting (1) and review/comment resolution meetings following 30%, 60%, 90% and 100% submittals, for a total of four (4) review meetings with City staff and four (4) monthly progress meetings (9 meetings total). One of these meetings may include a field walk with the City. The project invoices will include a written project work update.

SEI shall provide internal project management and control for all aspects of engineering design. Included in this task are management and maintenance of project schedule, records, correspondence, quality control activities, and correspondence with City staff.

**Task 009 Bidding Services:** SEI will attend the Pre-Bid Conference/Meeting and answer questions from prospective bidders and prepare addenda if necessary.

## **PHASE 0002 ALLOWANCES**

The following allowances are provided for additional services that may be requested by the City as part of this project. Allowances will only be used with prior written authorization from the City's Project Manager.

**Task 001 Utility Potholing:** An ALLOWANCE is provided for field investigation of utility conflicts by potholing. SEI or their subconsultant (see Attachment E) will provide utility potholing services. Results of utility potholing will be sealed by a registered Professional Land Surveyor and incorporated into the contract documents as noted in this scope of work. Potholing allowance is inclusive of survey, excavation, backfill, surface restoration (hot mix asphalt patch or concrete to match existing) per MAG Standard Detail 212, permitting, traffic control and off-duty police officers as needed. Dry holes will be charged at the same rate. Approximately 75 utility potholes have been budgeted for this task allowance.

After the City's and other utility provider's comments from the 60% plans submittal are received by SEI, utility potholing will be performed by a subcontractor of SEI. SEI will prepare a pothole request order (exhibit and list for needed pothole locations) and coordinate with the subcontractor and the City. Time for SEI to prepare the request order/exhibits and oversee the subcontractor performing the potholing operations is shown in Attachment B –Man-hour Estimate. Blue Stake will be called in prior to any potholing. After the utility potholing information is received it will be incorporated into the 90% plan submittal. Only minor traffic control is anticipated as being necessary, such as traffic cones and a truck mounted message board provided by subcontractor. SEI will submit to apply for a City of Tempe Potholing Permit. All permitting expenses will be the responsibility of the City.

**Task 002 Public Relations:** This allowance will be for performing tasks related to public relations. Such tasks may include neighborhood meetings, developing mailing lists and mailing information to businesses and residents, conducting public information meetings, preparing maps/exhibits and/or preparing door flyers/hangers etc., as requested by the City.

**Task 003 MCESD Application Review Fees:** This allowance will be for paying the Maricopa County's review fees for the ATC application. The City will then reimburse SEI for these fees.

**Task 004 Plans Reproduction Costs (Mylars):** This allowance will be for reproductions costs of plans and other documents, including the final mylars.

**Task 005 Owner's Allowance:** Due to the nature of this project additional services may be required during the course of design and/or construction due to unforeseen conditions. This allowance will be for additional services (detailed description to be defined later) that will be provided upon written



authorization from the City.

A general ALLOWANCE in the amount of \$10,000 is provided for additional services not identified in this scope of work but determined by the City to be required for completion of the project. All tasks completed under this allowance shall be identified and authorized by the City in advance.

**Task 006 Geotechnical Engineering Allowance:** This geotechnical allowance will be used if SEI and the City of Tempe Engineering Project Manager determine that a geotechnical investigation within the project limits is needed. SEI's subconsultant will perform this work. A total of nine (9) test borings within the project, in a grid pattern, are proposed. Time for SEI to oversee the subconsultant performing the geotechnical operations is shown in Attachment B – Man-hour Estimate. For subconsultant's proposal see Attachment E.

**Task 007 TCE (Temporary Construction Easements) or R/W (Right-of-Way) Takes:** SEI will provide legal descriptions and exhibits for TCEs or R/W takes needed for the project. The documents will be provided on a per site (parcel) basis. A total of ten (10) legal descriptions/exhibits have been budgeted for this allowance at \$500 per each. SEI will also perform the title search if necessary and a total of ten (10) title reports have been budgeted for this allowance at \$500 per each. The total amount budgeted for this allowance is \$10,000.

**Note:** Allowances may only be used by SEI after requesting and receiving written authorization from the City of Tempe Engineering Project Manager.

#### Scope of Work Conditions and Exclusions

- A. Any items not specifically included within the scope of this proposal are excluded. If additional items are added to the contract, they will be performed in accordance with rates & fees shown in Attachment C.
- B. The City of Tempe shall be responsible for providing the following (SEI to request from City of Tempe's Engineering email):
  - a. all available record drawings/as-builts
  - b. city quarter section (city-owned) utility maps and electronic GIS map files
  - c. if an easement, right-of-way take or TCE is required then SEI will do the title search and the preparation of legal descriptions and exhibits. The City of Tempe will process the documents and obtain all signatures.
- C. Plans will be prepared in AutoCAD format and stationing will be from south to north and west to east.
- D. New waterlines will be Pressure Class 350 Ductile Iron Pipe encased in high-density polyethylene wrap per Tempe standards.
- E. Hydrants and valves will be per City standards.

#### Fees

The fees for this scope of work are summarized in the Fees Summary Table below and the breakdown is available in Attachment B – Man-hour Estimate. The Design/Construction Documents Phase (0001) will be performed on a Lump Sum basis and the Allowances (0002) will be performed on a Time and Materials (T&M) basis per Attachment C – Hourly Rates. See Attachment E for subconsultants' proposals.

#### Schedule

See Attachment D – Proposed Schedule



**Design Phase Project Meetings Summary**

SEI will attend and participate in all project meetings as defined in this Task. SEI will prepare and distribute attendance sheet, meeting agenda, and meeting minutes. Meeting minutes will be prepared by SEI within three days after the meeting and send to the City's Engineering Project Manager for review; after City approval SEI will distribute to all meeting participants. City will be responsible for inviting appropriate City staff and other stakeholders to project meetings with the exception of Utility Coordination meetings which SEI will manage.

Meetings included in this scope of work include the following:

Meeting Type	Number of Meetings
Project Kickoff	1
Utility Coordination (if needed)	2
Progress Meetings (monthly)	4
Comment Resolution	4
Pre-Bid Conference	1
<b>Total</b>	<b>12</b>

**Construction Procurement Method**

This project is expected to be constructed by low bid method. SEI will be expected to provide thorough plans, specifications and estimate in order to successfully complete the bidding process.

**Assumptions and Exclusions**

Allowances will only be used with prior written authorization from the City's Engineering Project Manager. All allowances will be tracked and identified separately on invoices. Any work not specifically identified as being part of this scope of work or allowances shall be clearly identified in advance and no such work shall be started without prior written authorization from the City's Engineering Project Manager.





**Fees Summary Table**

Phase	Task	Work Task Description	(\$)	*Fee Type
0001		<b>Design/Construction Documents</b>		<b>Lump Sum</b>
	001	Topographic Surveying & Base-Mapping		
	-	Verify/Establish Control	\$3,830	
	-	Determine Boundary & Rights-of-Way	\$8,125	
	-	Locate Surface Utilities Survey	\$14,620	
	-	Prepare Base-Map	\$2,340	
	-	Add As-builts and GIS Utilities	\$7,230	
	-	Aerial Mapping & Panels	\$13,970	
	002	Construction Drawings		
	-	30% Plans	\$28,773	
	-	60% Plans	\$39,595	
	-	90% Plans	\$47,955	
	-	100% Plans	\$23,471	
	-	Final Plans	\$5,491	
	003	Utility Coordination	\$8,532	
	004	Technical Specifications		
	-	90% Specifications	\$3,809	
	-	100% Specifications	\$2,697	
	-	Final Specifications	\$1,253	
	005	Cost Estimates		
	-	60% Estimate	\$4,433	
	-	90% Estimate	\$5,382	
	-	100% Estimate	\$4,622	
	-	Final Estimate	\$1,315	
	006	QA/QC	\$8,656	
	007	MCESD Approval to Construct (ATC) Application	\$1,989	
	008	Project Management, Meetings & Coordination	\$20,548	
	009	Bidding Services	\$2,372	
		<b>Subtotal</b>	<b>\$261,008</b>	<b>Lump Sum</b>
0002		<b>Allowances</b>		<b>T&amp;M NTE</b>
	001	Utility Potholing (75 Potholes Budgeted)	\$52,696	
	002	Public Relations	\$15,000	
	003	MCESD Application Review Fees	\$5,000	
	004	Plans Reproduction Costs (Mylars)	\$1,000	
	005	Owner's Allowance	\$10,000	
	006	Geotechnical Engineering Allowance	\$11,342	
	007	TCE or R/W Takes	\$10,000	
		<b>Subtotal</b>	<b>\$105,038</b>	<b>T&amp;M NTE</b>
		<b>Lump Sum Total</b>	<b>\$261,008</b>	
		<b>**Total T&amp;M Not to Exceed (Budgeted)</b>	<b>\$105,038</b>	
		<b>Total</b>	<b>\$366,046</b>	

~ SUBCONTRACT  
 - SUB...  
 - REIMB.  
 - REIMB.  
 - CONTRACT SER.  
 - SUB...  
 - CONTRACT SER.

\*Lump Sum = Fixed Fee; T&M = Time & Materials; NTE = Not to Exceed

\*\*T&M (Time and Materials) Not to Exceed is a budgeted amount that will not be exceeded without Client approval and does not guarantee the tasks will be completed within this amount.

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Client will be billed monthly, including progress report, based on the percentage of work completed for each task. We will invoice you at the beginning of each month for services performed during the previous month. Payment is due thirty days from the date of the invoice.

If you have any questions regarding this proposal please contact me office at (480) 768-8600. We look forward to working with you.

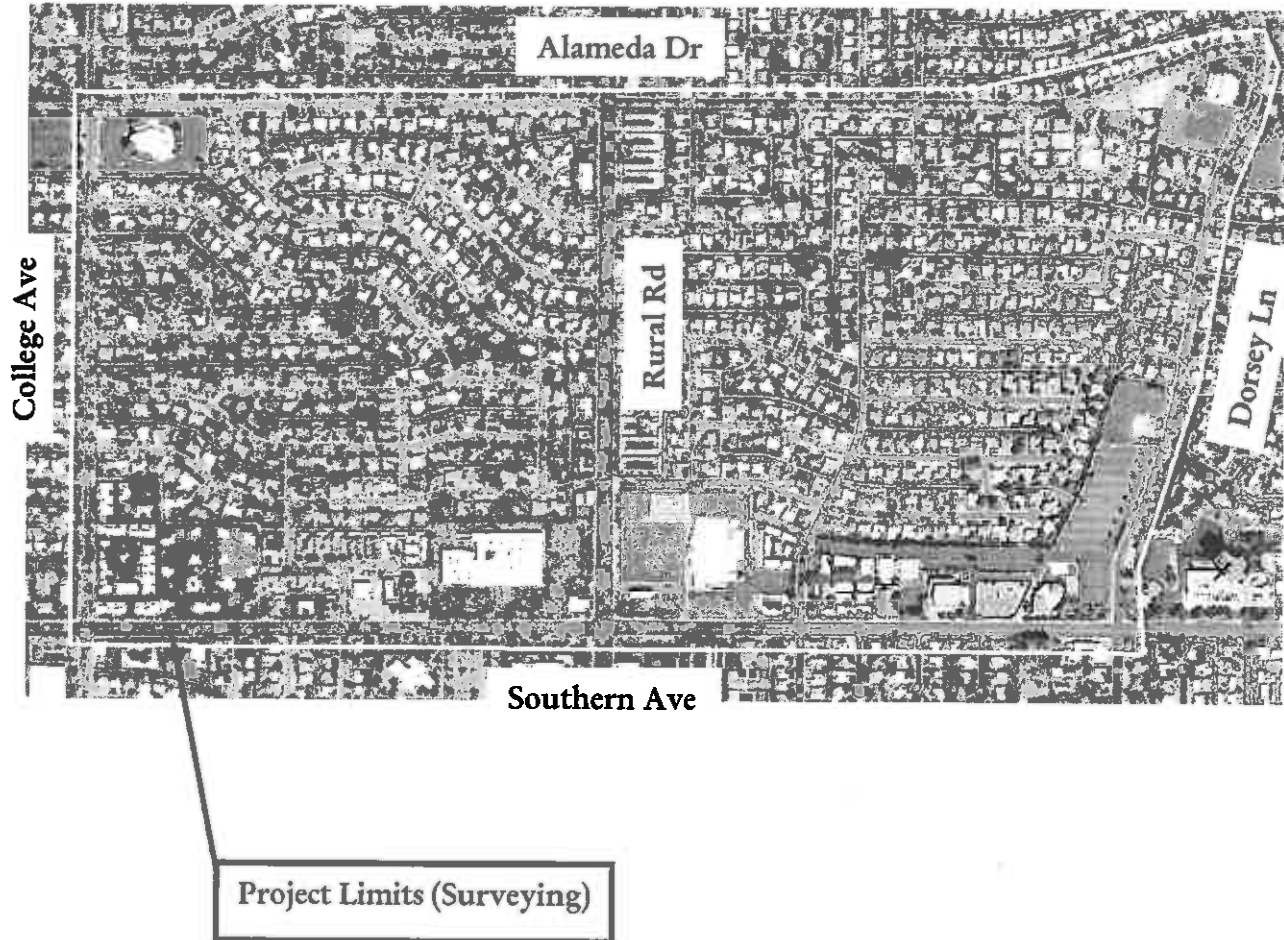
Sincerely,  
SUNRISE ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Geoffrey S. Child".

Geoffrey S. Child, P.E.  
Principal / Engineering Manager

A small, handwritten mark or signature in the bottom right corner of the page.

## Attachment A-1 Approximate Project Limits (Brentwood Manor & Tempe Royal Palms)



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## Attachment A-2 Approximate Project Limits (Brentwood Manor)



**Project Limits – See Table (next sheet) for included streets**

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## Attachment A-2 – Project Limits

SE27N4 Brentwood Manor Neighborhood Waterline Replacement Project										
Street	From	To	Ex Size (in)	Replacement Size (in)	Length (ft)	Material	Hydrants	Approx. No. Services	AsBuilt	Year
Alameda Drive	College	Rural	12	12	2620	CIP	1	40	3415	1962
Loyola Drive	Alameda	Rural	6	8	2950	CIP	5	55	3421	1962
Wesleyan Drive	Loyola	Rural	6	8	1945	CIP	4	42	3421	1962
Provo Drive	Wesleyan	Cul-de-sac	4	8	180	CIP	0	3	3421	1962
Campus Drive	Alameda	Rural Road	6	8	1080	CIP	1	19	932	1962
Cul-de-sac	Campus	Cul-de-sac	4	8	250	CIP	0	4	932	1962
Balboa Drive	College	Erie	6	8	2220	CIP	5	56	W274	1964
Cairo Drive	College	Del Rio	6	8	980	CIP	2	17	W274	1964
Del Rio Drive	College	Loyola	6	8	1950	CIP	3	32	W274	1964
Cul-de-sac	Del Rio	Cul-de-sac	4	8	140	CIP	0	4	W274	1964
Fairmont Drive	College	Ventura	8	8	1165	CIP	2	24	3401	1965
Fairmont Drive	Ventura	Palm	6	8	1275	CIP	2	21	3401/3402	1965/66
Geneva Drive	College	Ventura	6	8	1085	CIP	2	20	3401	1965
Geneva Drive	Ventura	Rural	8	8	1635	CIP	2	30	3401/3402	1965/66
Geneva Drive	Geneva	Cul-de-sac	4	8	114	CIP	0	3	3401	1965
Palm Drive	Loyola	Geneva	8	8	710	CIP	0	6	3402	1966
Ventura Drive	Fairmont	Huntington	8	8	570	CIP	1	4	3401	1965
Huntington Drive	Ventura	Cul-de-sac	6 & 8	8	490	CIP	2	6	3401	1965
McAllister Ave	Huntington	Southern	8	8	415	CIP	2	2	3401	1965
Southern Ave	College	Rural	12	12	2600	CIP	4	6	67012	1964
<b>Total</b>					<b>24374</b>		<b>38</b>	<b>394</b>		
<b>Total Miles</b>					<b>4.6</b>	<b>miles</b>				



## Attachment B – Man-hour Estimate

City of Tempe - Project No. 3204961A  
Brentwood Manor Neighborhood Waterlines Replacement

Phase Task	Work Task Description	Principal Engineer	Engineer V	Engineer IV	Engineer III	Engineer (E.L.F.) II	CAD Technician IV	Admin III	Principal Surveyor	Registered Surveyor	Survey Manager	Survey Crew Chief	Survey CAD Tech	Direct Costs	Hours	(\$)
0001	Design/Construction Documents															
	001 Topographic Surveying & Base-Mapping															
	- Verify/Establish Control								2	85		18	18		38	\$3,830
	- Determine Boundary & Rights-of-Way								12			100	20		65	\$6,125
	- Locate Surface Utilities Survey								4				20		132	\$14,620
	- Prepare Base-Map								8				70		24	\$2,340
	- Add As-Built and GIS Utilities								2			10	10	11700	78	\$7,230
	002 Construction Drawings														22	\$13,970
	- 50% Plans	5	20	0	28	64	164	8							289	\$28,773
	- 60% Plans	5	20	0	49	116	202	8							399	\$39,895
	- 90% Plans	5	40	0	56	160	202	8							471	\$47,955
	- 100% Plans	5	20	0	35	52	108	8							227	\$23,471
	- Final Plans	2	4	0	8	16	20	3							53	\$5,491
	003 Utility Coordination														92	\$8,532
	004 Technical Specifications														29	\$3,809
	- 90% Specifications	1	4	16		8									21	\$2,097
	- 100% Specifications	1	4	8		8									9	\$1,253
	- Final Specifications	1	2	4		2										
	005 Cost Estimates															
	- 60% Estimate	1	8		12	8	8								37	\$4,433
	- 90% Estimate	2	8		12	16	8								46	\$5,382
	- 100% Estimate	2	8		12	8	8								38	\$4,622
	- Final Estimate	1	2		2	4	2								11	\$1,315
	006 GAO/C	4	12	24		8	16	8							72	\$8,658
	007 MCESD Approval to Construct (ATC) Application	1	2		2	8		8							21	\$1,989
	008 Project Management Meetings & Coordination	4	60		60	24		8							156	\$20,548
	009 Bidding Services		4		8	4	4								20	\$2,372
															Subtotal	\$251,008
0002	Allowances															
	001 Utility Potting (75 Potholes Budgeted)		4		24	24	20							\$45,000	72	\$52,895
	002 Public Relations													\$15,000	0	\$15,000
	003 MCESD Application Review Fees													\$5,000	0	\$5,000
	004 Plans Reproduction Costs (MyIars)													\$1,000	0	\$1,000
	005 Owner's Allowance													\$10,000	0	\$10,000
	006 Geotechnical Engineering Allowance		4		4		4							\$3,850	12	\$11,342
	007 TCE or ROW Takes													\$10,000	0	\$10,000
															Subtotal	\$105,038
Sub-total Hours		40	230	60	312	554	804	75	28	65	0	128	138		2434	\$396,046
Hourly Billing Rate		\$189.00	\$159.00	\$135.00	\$125.00	\$95.00	\$89.00	\$55.00	\$180.00	\$125.00	\$115.00	\$110.00	\$85.00			
Total Dollars		\$7,560	\$36,570	\$8,340	\$39,000	\$52,630	\$71,556	\$4,425	\$4,480	\$8,125	\$0	\$14,080	\$11,730	\$107,550	SUBTOTAL	\$366,046
															<b>TOTAL</b>	<b>\$366,046</b>

Principal Engineer: Greg Potter, P.E.  
Engineer V: Geoffrey Chid, P.E.  
Engineer IV: Ricky Holston, P.E.  
Engineer III: Justin Van De Graaff, P.E.

Principal Surveyor: Dale Robinson  
Registered Surveyor: Tony Elley  
Survey Crew Chief: Kayson Robner, Brandon Theabold

KE

## Attachment C – Hourly Rates

### SUNRISE ENGINEERING, INC.

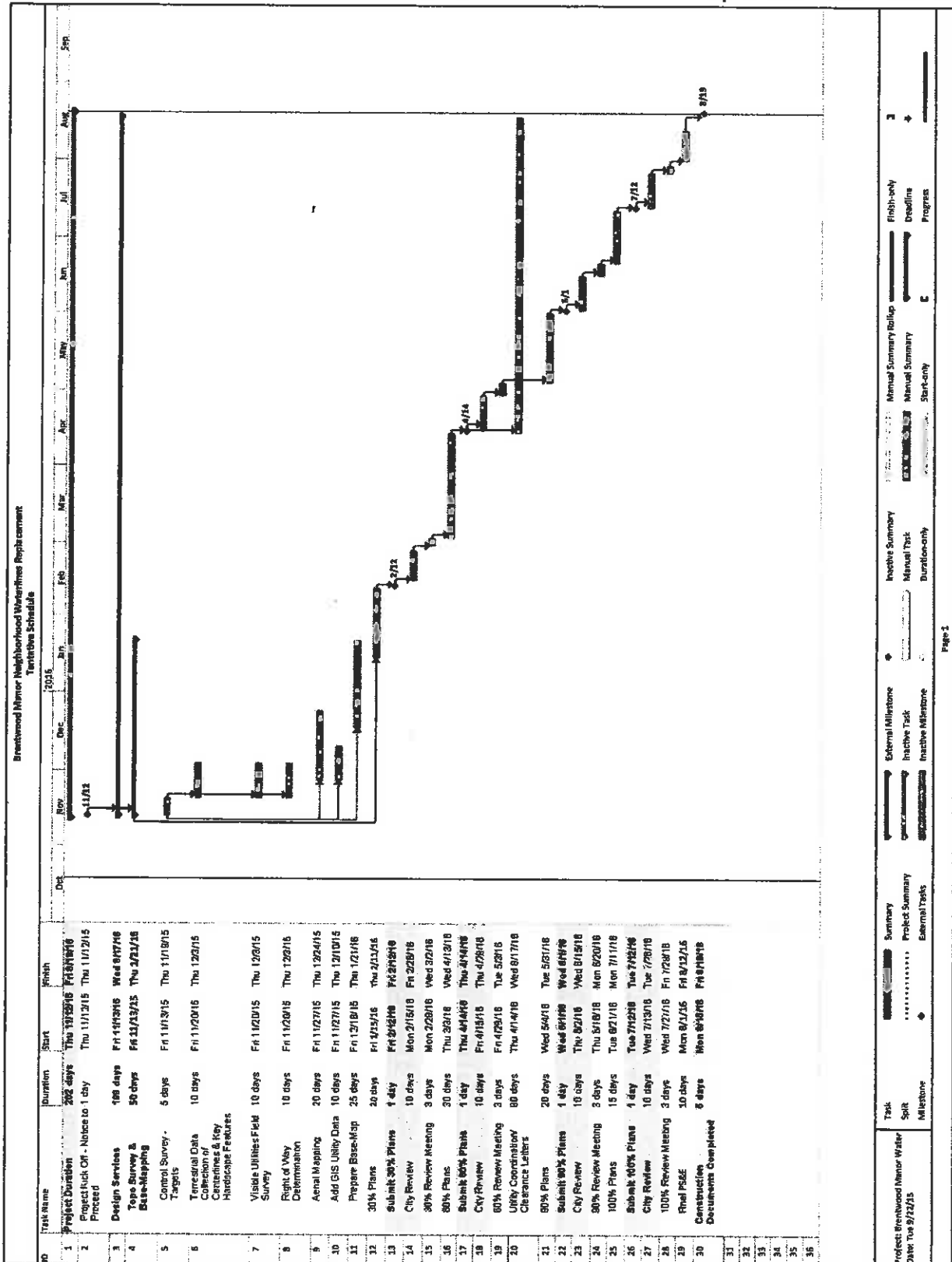
#### Arizona Offices 2015 Fee Schedule

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>		<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>	
101	Engineer (E.I.T.) I	\$85	<i>per hour</i>	051	Administrative I	\$40	<i>per hour</i>
102	Engineer (E.I.T.) II	\$95		052	Administrative II	\$49	
103	Engineer III	\$125		053	Administrative III	\$59	
104	Engineer IV	\$139		922	Survey Tech	\$60	
105	Engineer V	\$159		930	Survey CAD Tech	\$85	
110	Principal Engineer	\$189		935	Survey Crew Chief	\$110	
711	Project Manager I	\$110		940	Survey Manager	\$115	
712	Project Manager II	\$150		945	Registered Surveyor	\$125	
301	Engineering Tech I	\$69		950	Principal Surveyor	\$160	
302	Engineering Tech II	\$85		351	Construction Manager I	\$ 119	
303	Engineering Tech III	\$95		352	Construction Manager II	\$ 139	
304	Engineering Tech IV	\$105			Sr. Construction		
401	CAD Technician I	\$59		353	Manager	\$ 159	
402	CAD Technician II	\$69		920	Field Technician I	\$ 59	
403	CAD Technician III	\$79		921	Field Technician II	\$ 69	
404	CAD Technician IV	\$89		900	Field Technician III	\$ 79	

*Subconsultants and other direct expenses as incurred*



## Attachment D – Proposed Schedule





## Attachment E – Subconsultants' Proposals


**AeroTech Mapping**

Arizona • California • Nevada • New Mexico • Texas  
Utah • Colorado • North & South Dakota

**• Arizona**

8433 N. Black Canyon Hwy, Suite 120, Phoenix, AZ 85021 (623) 242-7656  
5055 E. Broadway Blvd, Suite C214, Tucson, AZ 85711 (520) 561-6537

**• California**

29970 Technology Drive Murrieta, CA 92563 (619) 608-5020  
530 S. Hewitt St., Suite 121, Los Angeles, CA 90013 (213) 965-4230

**• Nevada**

2580 Montessouri, Suite 104, Las Vegas, NV 89117 (702) 228-6277  
8600 Technology Way, Suite 115, Reno, NV 89521 (775) 853-0900

**• New Mexico**

6565 America Parkway NE, Suite 200 Albuquerque, NM 87110 (520) 561-6537

August 28, 2015

Mr. Tony Elley, RLS, CFedS  
Sunrise Engineering  
2152 South Vineyard, Suite 123  
Mesa, Arizona 85210



**Re: Tempe Waterline Replacement - Areas A and B**

Dear Tony,

AeroTech Mapping is pleased to present the following proposal for Color aerial photography and photogrammetric services consisting of the production of 1:480, one foot topographical information, planimetric detail and color orthophoto for the Tempe Waterline Replacement project in Maricopa County, Arizona. The aerial mapping limits are indicated in magenta (Area A) and light blue (Area B) on the attached diagram.

The photography will consist of two (2) flight lines and eight (8) exposures for Area A and sixteen (16) exposures for Area B utilizing a photo scale of 1:3300 (1" = 275'). From this photo scale, accuracies of plus or minus 0.324' can be expected as it relates to topographical information generated from the Digital Terrain Modeling (DTM) information. Accuracies of plus or minus 0.216' can be expected as it relates to the DTM information itself.

Deliverables will consist of a CD-ROM or DVD containing the Digital Terrain Model information used for the generation of topographical information, the contour information, planimetric detail, the tifw image limit files, orthophoto TIFF images and .dwg image limits files which will allow for bringing the images into their proper coordinate position would also be supplied.

Final delivery of the digital information will be supplied in AutoCad or as directed by Sunrise Engineering (SUN). Layering scheme will be standard AeroTech Mapping layering.

We understand that SUN will be responsible for the establishment of aerial ground control for the aerial survey. A total of nine (9) aerial targets are needed for Area A and twelve (12) aerial targets for Area B. A layout showing their locations is attached. Target sizes should be in the order of six inches (6") wide and measure approximately six (6") feet in total length.

**Project scope for photogrammetric services: 1:480, 1 Foot Topography / Planimetry / Orthophoto**

Photography: Color	Overlap: 60%
Plot: 1 Overall	Flight scale: 1:3300 / 275' PS
Stereo Model Count: 8 or 14	Mapping Scale: 1" = 40'
Contour Interval: 1 Foot, DTM	Planimetrics: Full Detail
Digital Orthophoto: TIFF, 0.25' Pixel	CAD Format: AutoCad
Layers: AeroTech Mapping	Control: 9 or 12 HVP, 6" Wide x 6' Tall

Teresa Torres  
President, Principal  
Teresatorres@atmrv.com  
702-228-6277 (office)

Leo Torres  
VP, Principal  
Leotorres@atmrv.com  
702-595-6277 (cell)

Lyle Slater  
GM, AZ & CA  
Lslater@atmrv.com  
602-459-3933 (cell)

Mike Dauer  
Account Executive  
Mikadauer@atmrv.com  
619-606-5020 (cell)

Eric Phan, P.L.S.  
General Manager  
Ericphan@atmrv.com  
702-325-8808 (cell)

Tim Burrows  
Account Executive  
Timburrows@atmrv.com  
520-561-6537 (cell)





## Attachment E – Subconsultants' Proposals

Tony Elley, P.L.S.  
Sunrise Engineering  
8/28/2015

- 2 -

Project estimated schedule: 15 (Area A) or 17 (Area B) consecutive working days after date of photography or receipt of control, whichever is later. Please note certain delays may exist, i.e., weather and air flight restrictions.

Project accuracy to conform to generally accepted photogrammetric standards established by the American Society of Photogrammetry & Remote Sensing (ASPRS).

### Area A

Payment Schedule (Mapping and Orthophoto): Fee: \$ 7,090.00 \_\_\_\_\_ Initial

### Area B

Payment Schedule (Mapping and Orthophoto): Fee: \$ 11,700.00 \_\_\_\_\_ Initial

Terms Net 30 days

This proposal will remain effective for 60 days after the date of this letter. If you have any questions, please do not hesitate to contact us at any time. AeroTech Mapping appreciates the opportunity of submitting this proposal and look forward to working with Sunrise Engineering.

Your signature in the space provided below will indicate your acceptance of our proposal and serve as our Notice to Proceed.

Sincerely,

Tim Burrows  
Account Manager

Accepted by:

\_\_\_\_\_  
Tony Elley, P.L.S.

\_\_\_\_\_  
Date

## Attachment E – Subconsultants' Proposals



**Boring • Drilling • Vacuum Excavating**  
***Underground, We're a Cut Above***

Phone: (602) 997-8164 Fax: (602) 997-4811  
Website: [sscboring.com](http://sscboring.com) E-mail: [arvid@sscboring.com](mailto:arvid@sscboring.com)

### **SERVICE AGREEMENT**

September 15, 2015

**Specialized Services Company, an Arizona Corporation ("SSC" and/or "Specialized Services"), 2001 W. North Lane, Phoenix, Arizona, 85021, proposes to furnish and provide all labor, material, and equipment necessary to provide the following services for Sunrise Engineering (the "Client"):**

**Services to be performed:** Vacuum excavation services as required at Client-designated sites.

**Time or Location of Performance:** Tempe – Brentwood Manner Waterline Potholing

**Scope of Work:** See Attachment E-1

**Payment Terms:** Net 30 days

Any alteration or deviation from the specifications contained in this proposal involving extra cost for material, labor, or other expenses resulting from the alteration or deviation from the specification will only be executed upon written orders for same, and will require extra charges over the sum quoted in this proposal. All agreements will be made in writing.

#### **SPECIALIZED SERVICES COMPANY**

By:    
Arvid Veidmark III – Corporate Secretary

#### **Client's Acceptance:**

Specialized Services Company is hereby authorized to furnish all labor, equipment, and other resources required to complete the work described in this proposal as required by the Client, for which the Client agrees to pay the amount specified in said proposal and according to the terms thereof. Should either party to this Agreement be in default and the contract placed in the hands of a third party for collection, or if suit is brought thereon, the undersigned organization, or person or persons or either, agree to pay reasonable collection or attorney's fees, plus default interest at 1.5 % per month in addition to the amount due thereon for the expenses of collection.

All parties agree that a facsimile transmission of the signature constitutes an original and binding document. The laws of the State of Arizona shall govern this Agreement and suits may only be brought in Arizona courts.

Signature Corporate Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized to sign for: \_\_\_\_\_ (Print company name)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



## Attachment E – Subconsultants' Proposals

### ATTACHMENT E-1

This Attachment A is specifically incorporated into and made a part of the Service Agreement between Specialized Services Company and the Client.

**Scope of Work:**

SSC will provide a vacuum truck and crew to vacuum pothole and expose utilities as directed by the Client. SSC will return a computerized pothole report including X,Y,Z coordinates to the Client. SSC will slurry backfill and replace asphalt per MAG 212 for all potholes within existing asphalt. In addition to potholing per MAG 212, SSC will provide survey, uniformed officer, traffic control, and permits as required by the City of Tempe.

**Per Pothole Price:**

10-30 Potholes = \$610.00 ea.

31 - 75 Potholes = \$580.00 ea.

**Schedule of Values for work outside of original scope:**

\$175.00 per hour when vacuum truck arrives at jobsite until vacuum truck leaves jobsite, 1 hr min.

Mobilization for the vacuum truck is \$130.00 per hour portal to portal, 1 hr Min.

Saturday/Sunday/Holiday/Overtime work is \$210.00 per hour when vacuum truck arrives at jobsite until vacuum truck leaves jobsite, 1 hr min.

\$100.00 per core for 12" diameter core through asphalt or concrete 6" thick or less. For asphalt or concrete thicker than 6"

SSC will bill an additional \$20.00 per inch. There is a minimum of \$250.00 for coring.

Mobilization for Coring equipment is \$75.00 per hour portal to portal, 1 hr min.

\$80.00 per core re-insertion using Utili-Bond if utilizing the "key-hole" process.

- If client request that SSC hauls spoils offsite a removal fee of \$300.00 will be charged per load.
- SSC will supply the Client with a hand written Utility Report for each utility located, included in hourly rate.
- SSC can provide a computerized Utility Report @ \$45.00 per report
- Additional crewmembers are \$48.00 per hour.
- All holes in asphalt or concrete will be restored per MAG Std. Det. 212, Utility Repair.
- Any utility we pothole where we encounter slurry backfill or concrete encasement will require 2 holes, one on either side of the encasement to confirm the depth on each side.
- Traffic control, temporary fencing, shoring, permits and barricades provided at cost + 15%.
- Certified land survey of any utility or structure encountered provided at cost + 15%.
- Set Control for potholes and provide sealed pothole report is \$110.00 per hole.
- Hourly Rates: Survey Manager/RLS \$180.00 p/h, Survey Coordinator or Project Manager \$132.00 p/h, Survey Office -\$120.00, Survey Party Chief-\$135.00, 2-man crew or GPS/Robotic \$198.00 p/h, Survey Technician-\$95.00, Project Manager-\$180.00 (3 hour minimum on all services)

**Note: Estimated totals for hours are estimates only, final quantities will be based on completed hours accumulated in the field upon completion of the project.**

---

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

2



## Attachment E – Subconsultants' Proposals

### Comments:

- A. SSC will keep daily logs and sign-off sheets on site for hour/hole projects. The Client is responsible for having a representative on-site to sign-off on a daily basis. If the Client does not have a representative on-site to sign-off, then the Client agrees to accept all hour/holes billed by SSC backed up by the daily logs.
- B. SSC is not responsible for cleaning-out excavations dug by SSC crews that become filled with rain run-off, debris from broken water, sewer, and force main or pressurized lines that fill the hole or cause settlement. The Client and SSC will mutually determine additional compensation for SSC's time and materials to clean out any excavations.
- C. SSC reserves the right to subcontract any portion of the work listed in the scope and inclusions as needed to maintain the Client's schedule.
- D. Mobilization of equipment and personnel for this project will be subject to availability of equipment on a first come-first served basis at the time of an executed subcontract.
- E. Where safety is an issue an additional crewmember may be required, this would be if excavating in a pit over 4' deep or in an area where 3 crewmembers are needed to run the job safely. Where this is the case the additional crewmember will be charged to the job at the rate listed on page 2.
- F. During the course of the agreement if a project arises that has Davis-Bacon Wages, SSC reserves the right to increase the hourly rate to compensate for the increase in hourly pay to the crew members.
- G. Customer understands and agrees that services performed using electronic utility locating may result in less than all buried lines, pipes and other items from being located. Electronic utility locating can be used to provide a starting point of locating of private utilities, followed by vacuum excavation to confirm the exact elevation and location of the identified utility.

### Exclusions:

Specialized Services Company is not responsible for the following:

- A. De-watering of any type if ground water is encountered during excavation or potholes
- B. Supply, setup, tear down, and removal of any temporary fencing of entire job site, pits & equipment
- C. Bonds and sales taxes (SSC Bond rate 2.5%)
- D. Special insurance, special wording including but not limited to additional insured on forms CG2010 (\$100.00 per additional insured listed) & CG2037 (\$500.00 per additional insured listed).
- E. Security personnel to protect the job site
- F. Pea-gravel to backfill potholes

***This offer is good for 15 days from date of issue.***

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

3

(My Documents/Vacuum Excavation Proposals 2015/Sunrise Engineering @ Tempe – Brentwood Manner Waterline Potholing(3))

KS



## Attachment E – Subconsultants' Proposals

### Project Information Sheet

Please help us to provide you with the best service by providing this basic project and administrative information.

Project Name: \_\_\_\_\_

Actual Address: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Field Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Billing Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-Mail Address for Invoices: \_\_\_\_\_

Job #/PO # to Reference on Invoices: \_\_\_\_\_

Any other information that might be helpful for us to know:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Thank you!*

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

A handwritten signature in black ink, appearing to be "KL" or similar, located in the bottom right corner of the page.

## Attachment E – Subconsultants' Proposals

September 1, 2015



Sunrise Engineering  
2152 South Vineyard, Suite 123  
Mesa, Arizona 85210

Attn: Mr. Geoffrey Child, P.E.  
Principal/Engineering Manager

Re: **Proposal for Geotechnical Engineering Services**  
**Tempe Waterlines – Brentwood Manor**  
**Tempe, Arizona**  
**Terracon Proposal No. P65150543**

Dear Mr. Child:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the above referenced project. The purpose of our services will be to evaluate the pertinent geotechnical conditions at the site and to develop geotechnical engineering parameters which will assist in the design and construction of the project. This proposal outlines our understanding of the project, our proposed scope of services, and provides a fee for our services.

### A. PROJECT INFORMATION

#### Project Description

ITEM	DESCRIPTION
<b>Project Elements</b>	We understand the proposed project consists of the design and construction of new waterline throughout the Brentwood Manor residential subdivision. We understand the water lines will be on the order of 4 to 6 feet in depth.
<b>Proposed Construction</b>	We anticipate the waterlines will be installed using traditional cut and cover excavation techniques to the required construction depths. We understand pavement removal and replacement will be needed at the location of the new waterline trenches.

#### Site Description

ITEM	DESCRIPTION
<b>Location</b>	The project site is located in the Brentwood Manor residential subdivision located in the northwest quadrant of Southern Avenue and Baseline Road in Tempe, Arizona.
<b>Existing improvements</b>	The waterlines will be installed in the existing asphalt paved roadways.

Terracon Consultants, Inc. 4685 S. Ash Avenue, Suite H-4 Tempe, AZ 85282  
P (480) 897 8200 F (480) 897 1133 www.terracon.com

Geotechnical ■ Environmental ■ Construction Materials ■ Facilities



## Attachment E – Subconsultants' Proposals

**Proposal for Geotechnical Engineering Services**  
Tempe Waterlines – Brentwood Manor ■ Tempe, Arizona  
September 1, 2015 ■ Terracon Proposal No. P65150543



ITEM	DESCRIPTION
Current ground cover	Asphalt concrete pavement along the waterline alignment.
Existing topography	Appears to be relatively flat.

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

### B. SCOPE OF SERVICES

The services to be provided by Terracon are summarized in the following paragraphs.

**Task 1** – Setup the project, contact the Arizona 811 to locate public underground utilities, obtain a right-of-way permit from the City of Tempe, and coordinate the field exploration. We understand that traffic control will be required to complete the planned borings, and the associated fees outlined in this proposal include traffic control costs.

Conditions/Items to be provided by Client: Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. We will contact Arizona 811 for location of utilities in public easements and right-of-ways.

**Task 2** – Conduct a geotechnical field exploration at the site to evaluate the subsurface conditions and obtain representative samples. Based upon the information provided and our experience, we propose drilling a total of nine (9) test borings along the alignment of the proposed waterline in a grid pattern. The borings will be advanced to a depth of eight (8) feet below the existing asphalt paved roadway surface, unless refusal to drilling is encountered prior to full boring advancement. The depth and locations of test borings may be adjusted depending upon actual subsurface conditions encountered and other limitations.

For safety purposes, all borings will be backfilled immediately after their completion. The City of Tempe requires the borings be backfilled per MAG standard detail 212. This includes backfilling the borehole with low-strength cement/sand slurry or aggregate base course, saw-cutting and removing a 1-foot square area of pavement centered over the boring, and replacing the upper 6 inches of existing pavement with AC hot mix.

During the drilling operations, a field engineer or geologist will log the borings, record the results of penetration tests, and obtain representative samples for further laboratory evaluation. Drilling and sampling will be conducted in general accordance with applicable ASTM or local standards. At the completion of drilling operations, samples will be taken to our laboratory where they will be examined by the project geotechnical engineer. At that time, the field descriptions will be reviewed, and an applicable laboratory testing program will be formulated. Groundwater is not





## Attachment E – Subconsultants' Proposals

**Proposal for Geotechnical Engineering Services**  
Tempe Waterlines – Brentwood Manor ■ Tempe, Arizona  
September 1, 2015 ■ Terracon Proposal No. P65150543

**Terracon**

anticipated to be encountered during drilling. Additional costs associated with encountering groundwater have not been included.

**Task 3** – Under the direction of a geotechnical engineer, the samples obtained from the test borings will be tested in our laboratory to determine physical engineering characteristics. Relatively undisturbed samples may be tested for moisture content, dry density, in-situ swell, and consolidation characteristics. Representative disturbed samples may be tested for sieve analysis, Atterberg limits (LL, PL, and PI), standard Proctor, remolded expansion, shear strength, soluble sulfates, chlorides, pH, and minimum (saturated) resistivity. Laboratory testing will be conducted in general accordance with applicable ASTM, ADOT, or other locally recognized standards.

**Task 4** – Prepare a geotechnical engineering report for the project. The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Arizona. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- Computer generated boring logs with soil stratification based on visual soil classification
- Summarized laboratory data
- Groundwater levels observed during and after completion of drilling
- Boring location plan
- Subsurface exploration procedures
- Existing pavement thickness at each boring location
- Encountered soil conditions
- Relative excavation difficulty
- OSHA soil classification for trench excavations
- Recommendations for pipe bedding, shading and backfill
- Design soil parameters for trench shoring
- Seismic Site Classification
- Subgrade preparation/ earthwork recommendations

### **C. SCHEDULE**

We can generally begin the field exploration program within about one week after receipt of a signed Agreement and encroachment permit from the City of Tempe, if site and weather conditions permit. The field exploration will require one day to complete. We estimate the geotechnical report can be completed within about two to three weeks after the soil borings are

## Attachment E – Subconsultants' Proposals

**Proposal for Geotechnical Engineering Services**  
Tempe Waterlines – Brentwood Manor ■ Tempe, Arizona  
September 1, 2015 ■ Terracon Proposal No. P65150543



completed. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements within about one week after the completion of our field exploration.

### D. COMPENSATION

Based on the scopes of work presented in the previous section of this proposal, we propose to provide geotechnical services on this project for the following lump sum fee:

Geotechnical Tasks – Base Scope	Lump Sum Fee
1. Setup Project, Locate Utilities, Coordinate Field Exploration	\$600.00
2. Field Exploration	\$6,450.00
3. Laboratory Testing	\$1,400.00
4. Engineering Analysis & Report Preparation	\$1,400.00
<b>Total for Above Geotechnical Engineering Services</b>	<b>\$9,850.00</b>

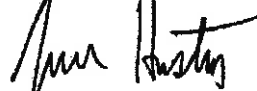
Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization.

### E. AUTHORIZATION

We understand that Sunrise Engineering will issue a mutually agreeable Agreement for Subconsultant Services to Terracon as acceptance of the scope outlined in this proposal. This proposal is valid if authorized within sixty days from the listed proposal date.

We appreciate your consideration of Terracon for this work, and look forward to working as your geotechnical and materials engineering consultant on this and future projects.

Sincerely,  
**TERRACON CONSULTANTS, INC.**



Jesse R. Huston, P.E.  
Senior Project Manager



Donald R. Clark, P.E.  
Senior Principal

Attachments: Agreement for Professional Services

Copies: Addressee (via email)

Resourceful ■ Reliable ■ Responsive

**EXHIBIT B**  
**AFFIDAVIT DEMONSTRATING LAWFUL**  
**PRESENCE IN THE UNITED STATES**

ARS §§1-501 and 502 require completion of the form to apply to the City for a local public benefit (defined as a grant, contract or loan). You must demonstrate through the presentation of one of the following documents that you are lawfully present in the United States.

**LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY**  
**PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.**

Please present the document indicated below to the City. If mailing the document, attach a copy of the document to this Affidavit. (If the document may not be copied, present the document in person to the City for review and signing of the affidavit.)

- \_\_\_\_\_ 1. An Arizona driver license issued after 1996.  
Print first 4 numbers/letters from license: \_\_\_\_\_
- \_\_\_\_\_ 2. An Arizona non-operating identification License.  
Print first 4 numbers/letters: \_\_\_\_\_
- \_\_\_\_\_ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.  
Year of birth: \_\_\_\_\_: Place of birth: \_\_\_\_\_
- \_\_\_\_\_ 4. A United States Certificate of Birth abroad.  
Year of birth: \_\_\_\_\_: Place of birth: \_\_\_\_\_
- \_\_\_\_\_ 5. A United States passport.  
Print first 4 numbers/letters on Passport: \_\_\_\_\_
- \_\_\_\_\_ 6. A foreign passport with a United States Visa.  
Print first 4 numbers/letters on Passport \_\_\_\_\_  
Print first 4 numbers/letters on Visa \_\_\_\_\_
- \_\_\_\_\_ 7. An I-94 form with a photograph.  
Print first 4 numbers on I-94: \_\_\_\_\_
- \_\_\_\_\_ 8. **A United States Citizenship and Immigration Services Employment Authorization Document (EAD).**  
Print first 4 numbers/letters on EAD: \_\_\_\_\_
- \_\_\_\_\_ 9. **Refugee travel document.**  
Date of Issuance: \_\_\_\_\_ Refugee Country: \_\_\_\_\_
- \_\_\_\_\_ 10. **A United States Certificate of Naturalization.**  
Print first 4 digits of CIS Reg. No.: \_\_\_\_\_
- \_\_\_\_\_ 11. **A United States Certificate of Citizenship.**  
Date of Issuance: \_\_\_\_\_ Place of Issuance: \_\_\_\_\_
- \_\_\_\_\_ 12. **A tribal Certificate of Indian Blood.**  
Date of Issuance: \_\_\_\_\_ Name of Tribe: \_\_\_\_\_
- \_\_\_\_\_ 13. **A tribal or Bureau of Indian Affairs Affidavit of Birth.**  
Year of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

**I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT**  
**IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS**  
**VERIFICATION IS TRUE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business/Company (if applicable)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date:

\_\_\_\_\_  
City, State, Zip Code

OFFICE USE ONLY: EMPLOYEE NAME: \_\_\_\_\_  
EMPLOYEE NUMBER: \_\_\_\_\_

**ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423.**



**EXHIBIT C**  
**AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE**  
**CHAPTER 2 ARTICLE VIII SECTION 2-603(5)**

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Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

\_\_\_\_\_ Current copy of antidiscrimination policy attached

OR

\_\_\_\_\_ I hereby certify \_\_\_\_\_ (contractor/vendor) to be  
in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**CITY OF TEMPE  
TEMPE, ARIZONA  
DEPARTMENT OF PUBLIC WORKS**

**AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT  
REGARDING  
HEALTH INSURANCE**

\_\_\_\_\_, Arizona

Date \_\_\_\_\_

**Waterline Replacement – Brentwood Manor & Tempe Royal Palms  
Project No. 3204961C**

I hereby certify that \_\_\_\_\_ (name of company) currently has, and all of its major subcontractors/sub-consultants, defined as doing work in excess of \$30,000.00, will have, during the course of this contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: \_\_\_\_\_

Type of Insurance (PPO, HMO, POS, INDEMNITY): \_\_\_\_\_

Policy No.: \_\_\_\_\_

Policy Effective Date (MM/DD/YY): \_\_\_\_\_

Policy Expiration Date (MM/DD/YY): \_\_\_\_\_

Signed and dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
General Contractor/Prime Consultant

By: \_\_\_\_\_

STATE OF ARIZONA            )  
  ) ss  
COUNTY OF MARICOPA    )

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

## **City of Tempe**

### **Guidelines for Implementation of Health Insurance**

These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120<sup>th</sup> day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Director, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Director may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.
7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.

8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.